

Contract # 1885

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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

SEP 20 1993

RUTGERS UNIVERSITY

# CONTRACTUAL AGREEMENT

JULY 30, 1992 - JUNE 30, 1994

AUDUBON ADMINISTRATORS ASSOCIATION - AUDUBON BOARD OF EDUCATION

## AAA Contract

### ARTICLE I. PREAMBLE

This Agreement entered into this 1st day of July, 1992, by and between the Audubon Board of Education of the Borough of Audubon in the County of Camden and the State of New Jersey, hereafter called the "Board," and the Audubon Administrators Association, hereafter called the "Association."

### ARTICLE II. RECOGNITION

A. The Association recognizes the Board as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Audubon.

B. In accordance with N.J.S.A. 34:13A-1 et. seq., the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for Principals, Vice-Principals, the Director of Special Services/School Psychologist, the Supervisor of Humanities, the Supervisor of Math, Science, Physical Education/Athletic Director, the Supervisor of Fine/Performing/Industrial Arts and Business, the Guidance Director, the Community Education Director/Supervisor of Basic Skills, and the Supervisor of Building and Grounds, employed by the Board, when these positions are offered as positions on the Administrative team. All terms and conditions of this contract, with the exception of salary, shall apply to all Administrators currently employed by the Board of Education regardless of their administrative position or assignment.

C. Further, it shall be understood by both parties that the term "Administrators" as used in this Agreement shall refer only to all those mentioned in B above.

### ARTICLE III. NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation for a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of Administrators' employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission in the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing, signed by the Board and the Association, ratified by the Association and be adopted by the Board by a majority vote at a public meeting.



B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. The Board and the Association agree to work cooperatively to implement the Agreement herein set forth within all applicable laws of the State of New Jersey.

#### ARTICLE IV. GRIEVANCE PROCEDURE

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##### Definition

A "grievance" shall mean a complaint by an Administrator of the Audubon School System that there has been to him/her a personal loss because of a violation, misinterpretation or inequitable application of the specific provisions of this contract. A grievance, to be considered under this procedure, must be initiated by the aggrieved person within fifteen (15) calendar days of its occurrence.

##### Procedure

1. All meetings and hearings under this procedure shall be conducted in private and shall include only interested parties and/or their designated or selected representatives.

2. Any employee who has a grievance shall discuss it first with his supervisor in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to his Superintendent specifying:

- a. the nature of the grievance, including specific clause alleged to be violated,
- b. the nature and extent of the loss,
- c. the results of previous discussions,
- d. his dissatisfaction with decisions previously rendered.

4. The Superintendent shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written grievance.

5. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance. The Board, at its option, may hold a hearing with the grievant within fifteen (15) calendar days of receipt of the grievance and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days after the hearing. If no hearing is granted, the Board will render a decision in writing to the grievant and to the Association within thirty (30) calendar days of the date of the receipt of the grievance.

6. If the employee is dissatisfied with the decision of the Board of Education, the Association may, on the employee's behalf, request the appointment of an arbitrator, such request to be made known to the Superintendent no later than five (5) school days after the decision in writing of the Board of Education was made known to the employee or his representative.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If both parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the Rules and Procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties. The recommendations of the arbitrator will be binding on both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendation. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.

#### Costs

a. Each party will bear the total cost incurred by themselves.

b. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.

c. Effort will be made to hold arbitration hearings at a convenient time and place for all interested parties. In the event a hearing is mutually scheduled during the regular work day, the grievant shall suffer no loss in pay or paid leave.

#### Right to Representation

7. Rights of Administrators to representation shall be as follows:



a. Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

b. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at any level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

c. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

#### Separate Grievance File

8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### Meetings and Hearings

9. No meeting or hearing conducted under this procedure shall be public.

#### Procedure

10. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) The time limit at any step may be extended by mutual agreement of the parties.

(c) It is understood that Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules, regulations and policies of the Board until such grievance and any effect thereof shall have been fully determined.

### ARTICLE V. BOARD RIGHTS

A. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, and N.J.S.A. 34:13A-1 et. seq. (a) to direct employees of

the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

#### ARTICLE VI. ADMINISTRATIVE WORK LOAD

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A. 1. The normal total working hours for Administrators shall not exceed eight (8) hours per day.

2. All Administrators will report ten (10) minutes before staff arrival. Adjustments to reporting time may be made by the Superintendent in order to provide optimum coverage for the supervision of buildings and events.

3. Each Administrator may, if he wishes, remain on a voluntary basis in his normal workplace beyond the eight (8) hours per day during days that school is in session for the students.

4. If the Superintendent requires that an Administrator remain beyond the normal eight (8) hour day, the Administrator may do so with a mutually agreed upon method of compensation being provided. The time required herein does not apply to evening assignments contained in Section B (1) of this Article.

5. All District Administrators shall be entitled to a fifty (50) minute duty-free lunch period.

B. 1. Each Administrator shall be expected to perform up to forty-eight (48) evening assignments during the contract year. The Administrator may, however, if he wishes, attend more than forty-eight (48) evening functions per year at no expense to the Board.

2. The selection of these assignments will be determined by the Superintendent.

3. If the Superintendent requires the Administrators to be on duty beyond forty-eight (48) evenings per year, the Administrators may do so with a mutually agreed upon method of compensation being provided.

4. The extra assignment shall not exceed three hours. If the extra assignment requires more than three hours, the Administrator may count the extra time towards an additional assignment or request through the Superintendent a mutually agreed upon method of compensation.



C. All appropriate administrators shall be consulted and given the opportunity to respond sixty (60) days prior to any reduction, adjustment of working assignments or transfer involving professional staff, secretarial-clerical personnel, or custodians and maintenance personnel assigned to the high school or elementary schools.

D. The work year for ten month employees shall be from September 1 to June 30 and a total of ten days from July 1 to August 31.

## ARTICLE VII. HOLIDAYS

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A. Administrators shall be entitled to the following holidays with pay:

July Fourth (12 month employees only)

Labor Day

Columbus Day

Thanksgiving Recess

Christmas Eve Day (December 24)

Christmas Day and Day After

New Year's Day and Day After

Martin Luther King Day

President's Day

Good Friday

Easter Monday

Memorial Day

B. In addition to the above holidays, all Administrators currently employed by the district regardless of position will be entitled to two (2) additional days per year as a floating holiday, to be mutually scheduled at least one (1) week in advance between the Association and the Superintendent of Schools. The floating holiday may only be scheduled on a day when pupils are not in session. This provision is grandfathered, making it available to Administrators currently employed by the district regardless of position. Any administrator newly employed by the Board after November 1, 1992, will not be covered by this provision.

1. In addition, if either Columbus Day or Martin Luther King Day is scheduled as an in-service day, all Administrators will be compensated with either one or two additional floating holidays.

2. If school is in session the day after New Year's Day, this day will accrue as a floating holiday.

C. An Administrator who wishes to work on any of the above holidays may mutually schedule with the Superintendent of Schools an alternative day off, which may be scheduled only on a day when pupils are not in session.

# ARTICLE VIII. VACATION

A. 1. All twelve month Administrators shall be entitled to the following paid vacation guide:

| <u>Years of Service</u><br><u>as an Administrator</u> | <u>Vacation</u>  |
|---|--|
| 0 - 10 Years  | 15 Days  |
| 11 - 20 Years   | 20 Days  |
| 21 Plus Years   | 1 Additional Day<br>per years ser-<br>vice to a limit<br>of 25 Days. |

2. Any Administrator who begins duties after November 1, 1992, shall be limited to a maximum of 20 vacation days.

B. All ten month Administrators currently hired by the Board regardless of position shall be entitled to the following paid vacation guide:

| <u>Years of Service</u><br><u>As An Administrator</u> | <u>Vacation</u>  |
|---|--|
| 0 - 5 Years   | 8 Days   |
| 6 - 10 Years  | 12 Days  |
| 11 - 20 Years   | 16 Days  |
| 21 Plus Years   | 1 Additional Day<br>per years ser-<br>vice to a limit<br>of 20 Days. |

1. Any ten month Administrator currently hired by the Board after the 1990-91 contract year shall be covered by the following provision in lieu of the above:

a. The Administrator will follow the teacher's calendar only to determine the beginning and the end of the work year. He/she will also work an additional ten days during the summer break to be scheduled at the discretion of the superintendent.

b. In addition to the administrative holidays listed in Article VII Section A, said Administrator shall be entitled to the remainder of the Christmas vacation and the Spring Break to coincide with the teachers' calendar.

C. All vacations are paid vacations and may be taken any time within the calendar year upon approval of the Superintendent of



D. All unused vacation days accrued from the previous contract shall be carried in total to the next contract and added to the Administrator's total number of available vacation days. This clause applies only to Administrators in the bargaining unit as of July 2, 1990.

E. In addition to D above, Administrators may carry over no more than ten (10) vacation days from one year to the next.

F. When Administrators leave the district, they shall be compensated at the Administrator's current daily rate for each unused accrued vacation day as well as for any unused vacation days to which they are entitled in the year that they leave. This provision is grandfathered, making it available to Administrators currently employed by the district regardless of position. Any Administrator newly hired by the Board after the 1990-91 contract year shall, upon retirement under the pension law, and after 15 years of service in the Audubon School District, receive this compensation.

G. It shall be the responsibility of the Superintendent's office to verify in writing by September 30 of each year the number of vacation days.

H. In the event of an Administrator's death while employed by the Board, his/her estate shall receive full compensation for each unused vacation day at the Administrator's current daily rate.

#### ARTICLE IX. SICK LEAVE

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A. All Administrators shall receive twelve (12) sick leave days per year. Unused sick leave shall be accumulated from year to year in accordance with N.J.S.A. 18A:30-3. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.

B. 1. When an Administrator leaves the district, he/she shall be reimbursed for unused sick leave at the following rate:

Year 1992-93 - \$60.00 Per Day

Year 1993-94 - \$60.00 Per Day

These monies shall be paid within 15 days of the Administrator's last working day in the district in a lump sum. This provision is "grandfathered," making it available to Administrators currently hired by the Board regardless of position. Any Administrator newly-hired by the Board after November 1, 1992, will not be covered by this provision. However, Administrators hired after July 1, 1990, shall, upon retirement under the pension law, after fifteen (15) years of service in the Audubon School District, be compensated for each accumulated unused sick leave day according to the above-cited rate.

2. In the event of an Administrator's death while employed by the Board, his/her estate shall receive full compensation for each unused sick day at the Administrator's current sick day above cited rate.

3. For Administrator's hired after November 1, 1992, buy back of sick days will not exceed \$5000 per individual.

C. 1. The board will each year pay a stipend to Administrators who accrue perfect attendance the preceding year. Perfect attendance is defined as use of no sick days and no more than one personal day excluding religious holidays. The stipend will be:

Year 1992-93        \$200

Year 1993-94        \$200

2. Attendance of the Association for the year must be equal to or improve over the previous year in order for stipends to be awarded.

#### ARTICLE X. TEMPORARY LEAVES OF ABSENCE

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A. As of the beginning of each school year, Administrators shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal - three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the Superintendent of Schools for personal leave shall be made at least five (5) days before taking such leave (except in case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave in accordance with the above language. At the end of each school year, any unused personal days will be converted to sick leave and added to the Administrator's accumulated total.

a. In cases where the number of personal days taken on any one day would substantially interfere with the operation of the school, the superintendent will have the final determination.

b. Requests for personal days that extend holidays and/or periods when school is not in session (not including regular weekends) will be granted at the discretion of the superintendent.

2. Legal - time necessary for appearances in any legal proceeding connected with the Administrator's work or with the school system or in any other legal proceeding if the Administrator is required by law to attend as a witness.

3. Death - the following bereavement shall be granted to Administrators in the event of the death of a relative: spouse, five (5) days; child, five (5) days; parent, five (5) days; sister, five (5) days; brother, five (5) days; daughter-in-law, five (5) days; son-in-law, five (5) days; mother-in-law, five (5) days;



father-in-law, five (5) days; brother-in-law, three (3) days; sister-in-law, three (3) days; grandmother, three (3) days; grandfather, three (3) days.

In case of death of other relatives, such as cousins, aunts, uncles, step-brother or sister, half-brother or half-sister, one (1) day is allowed. If a special problem exists or they are a member of the immediate household, up to three (3) days will be allowed upon approval of the Superintendent. Administrators shall be granted up to one (1) day in the event of the death of an Administrator's friend.

a. This provision is grandfathered, making it available to Administrators currently hired by the Board regardless of position. Any Administrators newly hired by the Board after November 1, 1992 will not be covered by this provision. In lieu of this provision, they will be granted a total of five (5) temporary leaves of absence due to bereavement in one school year. In cases of extenuating circumstances (for example, death(s) in the immediate family), additional leaves may be granted by the Board.

4. Good cause - other leaves of absence with pay may be granted by the Board for good cause.

5. Illness in the immediate family (spouse, mother, father, children) - a leave of absence without pay for up to one year may be granted for the purpose of caring for a sick member of the Administrator's family. Additional leave may be granted at the discretion of the Board.

6. Graduate Study - a leave of absence of up to one year without pay may be granted for the purpose of pursuing graduate study in areas beneficial to the district. Such leaves shall be granted on a twelve month basis from September 1 to August 31. Upon return from a graduate study leave of absence, Administrators shall be placed on the salary scale at the level which they would have achieved had they remained actively employed in the district and, further, they shall be credited with all other benefits for which they would have been entitled during the period of their leave except for sick leave and vacation. Administrators granted graduate study leaves must remain employed in the Audubon School District for at least two years after their return from their leave, unless it is mutually agreed upon between the Board and the Administrator to waive this requirement. Article XIV does not apply to this leave of absence.

## ARTICLE XI. INSURANCE

A. 1. The Board of Education shall pay the full premium for each Administrator for family plan, husband/wife, or parent/child insurance coverage under the FPD program.

2. Should an Administrator elect to remain with the current health insurance carrier - the New Jersey and School Employees

Health Benefits Plan, referred to as "The State Plan", coverage shall be procured for the duration of this contract at the yearly administrative contributory rate listed below:

|                 |        |
|-----------------|--------|
| Family coverage | \$342. |
| Husband/Wife    | \$229. |
| Parent/Child    | \$186. |

3. Deductions from payroll for those carrying "the State Plan" shall begin in April, 1993.

B. Should the State Plan downgrade its program in any way during the term of this contract, the Board agrees to meet with the Association to determine a resolution of the impact on the Association members caused by the downgrading. If the State Plan improves the coverage as outlined in the master policies, as of the approval of this contract, the Association members will automatically receive those benefits at no cost to the Association members.

C. The Board shall provide an annual sum for each Administrator to be used toward the payment of premiums for an Income Protection Plan and/or life insurance policy. The procedures for payment of these premiums shall be determined by the Board Secretary and the individual administrator.

|         |        |
|---------|--------|
| 1992-93 | \$1000 |
| 1993-94 | \$1000 |

Administrators shall be permitted the option of increasing the premiums paid to a maximum of \$1,300.00 annually by a corresponding reduction in their annual salary increment.

1. This provision is grandfathered, making it available to Administrators currently hired by the Board regardless of position. Any Administrators newly hired by the Board after November 1, 1992, will not be covered by this provision.

D. Any Association member who is fully covered with medical insurance by a spouse or other means has the option of subscribing to the State Plan or electing to increase his or her premium coverage for an Income Protection Plan and/or life insurance policy as allowed in Section A of this Article. Also under the provisions of Section A of this article the Association member reserves the right to return to the State Plan at any time he/she chooses when the approved state designated enrollment period permits the same.

#### E. Dental and Prescription Coverage

1. The board agrees to provide dental and prescription coverage for the Association members and dependents for the duration of the contract in accordance with the following provisions:

a. Dental Plan - \$50.00 deductible



- b. Prescription Plan - \$10.00 deductible for name brands  
\$5.00 deductible for generic brands

2. The parties may meet during the term of this Agreement to determine whether or not to modify the coverages for the dental and prescription program now in effect.

3. Regarding prescription coverage, the Association will work with the Board to determine any Administrators who have "double coverage". If it is determined that an Administrator has "double coverage" in prescription benefits and that there is no negative impact if these benefits are relinquished (for example, an Administrator is covered under his/her spouse's prescription plan and cannot benefit from double coverage), then the Administrator will agree to relinquish the prescription benefit provided by the Board. If an Administrator's situation changes and the prescription coverage is no longer "double," upon written request, he/she has the right to regain the coverage to which other Administrators are entitled.

## ARTICLE XII. SALARY

A. Salaries for Administrators shall be contained in Schedule "A" which is attached hereto and made a part hereof.

B. All salaries shall be based on either twelve (12) or ten (10) months of employment.

1. Payment of twelve (12) month employees is to be made in twenty-four (24) equal semi-monthly installments.

2. Payment of ten (10) month employees is to be made in twenty (20) equal semi-monthly installments. Ten month employees who work extra days in the summer may elect to have their pay distributed during the summer by having the salary deducted from their regular salary. The amount paid will be paid on a per diem basis. Employees will submit a timesheet in time for payment on the next pay day.

D. If payday falls on a holiday or vacation day, payment will be made on the immediately preceding work day.

E. All Administrators shall be notified of their employment status for the ensuing year no later than April 30. When a contract is issued, it shall include the Administrator's salary for the following year.

### F. Tax Shelter Programs (#4145.1)

1. The Board of Education agrees to provide for its employees annuities and investment programs which meet the requirement of Section 403(b) of the United States Internal Revenue Code. The Board will make such programs available to any employee of the

district as long as the program qualifies for tax sheltered status by the Internal Revenue Service. The only method of participation will be through a voluntary salary reduction agreement signed by each employee in the program.

2. For a program to become eligible for certification by the Board of Education as one of the available programs, the prospective company shall submit bona fide salary reduction agreements signed by a minimum of 10 of the full time employees on the payroll for that school year.

3. The Business Administrator, upon receipt of the salary reduction agreements from the company, will review the merits of the program and make a recommendation to the Board of Education to accept or reject the program.

4. The Board reserves the right to use one of the approved companies as a third party payer for the distribution of all deducted funds to eliminate the additional check writing and control maintenance. Each employee and company on the signing of a deduction agreement automatically approves the third party payer program.

5. If employee participation in any approved tax sheltered annuity plan falls below five employees, the Business Administrator may recommend termination of the program.

6. Remittance of employee deductions for Tax Sheltered Annuities will be made no later than the 5th working day following the month for which deductions were made.

#### ARTICLE XIII. EVALUATIONS

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##### A. Right to Full Knowledge

1. The Board and the Superintendent subscribe to the principle that an Administrator has the right to full knowledge regarding the judgment of his superiors to the effectiveness of his performance.

2. The Board and the Superintendent subscribe to the principle that the Administrator is entitled to receive such recommendations concerning his performance so as to assist the Administrator to increase the effectiveness of his performance.

3. The Board and the Superintendent subscribe to the principle that criticism of the Administrator's performance shall be in writing and presented well in advance of any action against the Administrator so that ample time is provided for improvement. The absence of a written evaluation of an Administrator by the Superintendent prior to April 1 shall be considered as a positive evaluation.

##### B. Frequency of Evaluation



1. The Superintendent shall establish procedures that will guarantee at least four written evaluations and an overall year-end evaluation for all non-tenured Administrators, the first of which must be completed no later than 90 days after the administrator begins duties. Two written evaluations and a Professional Improvement Plan shall be completed for all tenured Administrators, the first of which must be completed by January 30.

2. All evaluations of the Administrator shall be in writing by the Superintendent prior to April 15. The first observation of all administrators must be completed by January 8.

3. The Professional Improvement Plan for Administrators shall be in writing by the Superintendent by June 30.

#### C. Evaluative Instrument

1. The instrument used to evaluate the Administrators shall be developed by the Superintendent after consultation with the Association.

2. The evaluative instrument shall be of the type applicable to the evaluation of an education Administrator.

#### D. Evaluation Procedures

##### 1. Copies of Evaluations

a. The Superintendent shall sign all copies of each written evaluation including the copy to be placed in the Administrator's personnel file.

b. The Administrator shall be given a duplicate copy of each written evaluation signed by the Superintendent at least one (1) day prior to the conference with the Superintendent to discuss the evaluation.

c. No written evaluation may become part of an Administrator's personnel file without the Administrator's opportunity for signature attesting to the fact that the contents of the evaluation are known to him. The Administrator's signature does not necessarily indicate agreement with the contents of the evaluation.

d. An Administrator shall have the right, upon written request one (1) day in advance, to review contents of his personnel file and be able to make a copy of his evaluation or any other documents contained therein.

##### 2. Right of an Administrator to Respond

a. The Superintendent and the Administrator shall arrange a conference at a mutually convenient time for the purpose of discussing the evaluation. This conference shall be held between two

(2) and seven (7) work days after the copy of the written evaluation is received by the Administrator.

b. At the conference, the Administrator shall have the right to have his response to the evaluation read and attached in written form to the evaluation report.

#### E. Required Meetings or Hearings

1. Whenever an Administrator is required to appear before the Superintendent, Board, or any committee or representative thereof concerning any change that could result in termination of employment or withholding of an increment of that Administrator, he shall be given at least five (5) work days prior notice in written form of the reasons for such meeting or interview.

2. Further, the Administrator shall have the right to representation by the Association or legal counsel to advise him and represent him during such meeting or interview.

### ARTICLE XIV. PROFESSIONAL GROWTH AND DEVELOPMENT

A. 1. Each Administrator shall be granted upon request and with the approval of the Superintendent the following allotments to be used in the areas of professional growth and development:

|           |        |
|-----------|--------|
| 1992-1993 | \$1550 |
| 1993-1994 | \$1100 |

This sum may be used for convention attendance, reimbursement of tuition, attendance at professional meetings or workshops and association dues. No specific amount shall be allocated in any one category. The total for one area or any combination of areas shall not exceed the agreed upon sum per Administrator.

2. There will be no carryover of professional growth and development monies from the 1992-93 year. However, a carryover of \$450 dollars per individual will be allowable for the 1993-94 year. At the end of the contract year, any of the unused \$450.00 will be returned to the Board of Education

3. If an Administrator is required by the Board to acquire certification(s) additional to the ones currently held, the expenses resulting from the acquisition of said certification(s) shall be the responsibility of the Board. This reimbursement shall be in addition to professional growth and development funds to which the Administrator is entitled.

4. If an Administrator exceeds his/her total allotment, he/she will be able to use funds not being used by other members.

5. At the discretion of the superintendent, additional funds could be awarded.



## B. Professional Meeting Attendance

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1. Administrators may be entitled to attend, at Board expense and with the approval of the Superintendent, relevant professional meetings during the school year.

2. The Administrator shall request permission to attend professional meetings one (1) week in advance of the meeting.

## ARTICLE XV. COMPLAINT PROCEDURE

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A. Any complaint regarding an Administrator made by any member of the Board, Superintendent, Teacher, Parent, Student or other person which may influence an evaluation shall be brought to the attention of the Administrator in written form by the Superintendent. This written statement by the Superintendent shall contain the name of the complainant, the complaint, and be accompanied by a copy of the complaint in writing. Any complaint received concerning an Administrator by the Board or by the Superintendent must be presented to the Administrator within a ten (10) day period of the receipt of the complaint.

B. The Administrator shall have the right to respond, in writing, to any such complaint within five (5) work days after receiving it in written form from the Superintendent. This written response shall be attached to, and become part of, the original complaint.

C. The Administrator shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such a complaint.

## ARTICLE XVI. MATERNITY/CHILD REARING LEAVE

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A. The Board may remove any pregnant Administrator from her duties on any one of the following bases:

1. Her work performance substantially declines from the period preceding pregnancy.

2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:

a. The pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working, or

b. The Board's physician concludes she is unable to continue working.

3. Any other just cause that is found to exist in N.J.S.A. Title 18A.

B. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant Administrators on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. Title 18A:20-1 et. seq.

C. Any tenured or non-tenured Administrator seeking such leave shall apply to the Board sixty (60) school days prior to the beginning of the leave. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require an employee to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any Administrator, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the Administrator to the Board. Such extension or reduction shall be granted by the Board for an additional period of reasonable time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contra-indicated. The Board may require any employee to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

The termination date of a Maternity Leave of Absence shall be September 1 or January 1 only. Notification of intent to return from Maternity Leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Administrators returning to employment in September shall give notice to the Superintendent no later than April 15 prior thereto.

D. Upon return from a maternity leave of absence, the Administrator shall be reinstated in her same position or a similar position for which she is qualified.

E. The Board is under no compulsion to continue employment of a non-tenure Administrator beyond the contracted period so long as the non-renewal of employment is not based upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.

F. In any sub-section of Maternity Leave where the Administrator's physician and the Board's physician disagree



concerning the Administrator's ability to continue or resume working, they shall jointly agree upon a third physician who shall examine the Administrator. His conclusion concerning the Administrator's ability to continue or resume working shall be binding upon all parties.

G. No Administrator on Maternity Leave shall, on the basis of said leave, be denied the opportunity to substitute in the Audubon School District in the area of her certification or competence except when on disability leave.

H. Salary - an Administrator who worked through the last school day prior to December 31 of the preceding school year shall, upon return from leave, be placed on the next level of the salary guide. Effective salary shall be at the new salary scale.

I. Benefits - all benefits to which an Administrator was entitled at the time her leave of absence commenced, including unused accumulated sick leave, shall be restored to her upon her return. She shall be assigned to a position within her certification.

#### ARTICLE XVII. INSTRUCTIONAL COUNCIL

A. If an Instructional Council is established, it shall meet not later than October 15. The purpose of the Council shall be to strengthen the educational program through research, evaluation and recommendations in all areas of instruction such as curriculum, textbook selection, materials and supplies and student evaluation. The recommendations of the Council shall be advisory only.

B. The Council shall consist of a maximum of two (2) Administrators, one from the elementary schools and one from the high school, and seven (7) teachers chosen by the Superintendent of Schools and seven (7) teachers chosen by the Audubon Education Association. The Administrative positions shall be considered within the scope of the Administrative job description.

C. The Council shall be authorized to establish sub-committees or ad hoc committees for specific projects.

D. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, association committees, administrators, board members, students and parents.

#### ARTICLE XVIII. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the application or administration of the Agreement on the basis of race, creed, color, sex, religion or national origin.

## ARTICLE XIX. PROTECTION OF EMPLOYEE'S PROPERTY AND PERSON

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A. Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. If absence arises as a result of an injury while in the performance of his/her duties, the Administrator shall be entitled to full salary and other benefits for the period of such absence, and shall not forfeit any sick leave, personal days or vacation time as covered by TITLE 18:A Workman's Compensation Laws.

C. The Board shall give full support, to include legal assistance and reimbursement for the cost of damaged personal property for any injury or assault upon the Administrator while acting in the discharge of his/her duties, on a case by case basis.

## ARTICLE XX. RETIREMENT

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### A. Health Insurance

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1. The Board shall, as permitted under Chapter 88, "Laws of New Jersey," provide an Administrator who retires after having served the district for at least twenty (20) years and is over age 55, and is subject to carrier requirements, with a paid health care program until age 65.

This health care program will be the same as that granted to the professional teaching staff with the exception that the reimbursed coverage will be for the retired Administrator only.

2. The retired Administrator will be permitted to remain in the dental plan offered to the professional teaching staff. The Board shall pay the premiums for the retired Administrator who has served the district for at least twenty (20) years and is over age 55, and is subject to carrier requirements, until age 65.

3. The retired Administrator will be permitted to remain in the prescription plan offered to the professional teaching staff. The Board shall pay the premiums for the retired Administrator who has served the district for at least twenty (20) years and is over 55, and is subject to carrier requirements, until age 65.

## ARTICLE XXI. MISCELLANEOUS PROVISIONS

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A. Appropriate building and district Administrators shall be consulted and given the opportunity to make recommendations prior to the appointment of all professional and non-professional personnel employed in the building.

B. Each Administrator shall be consulted in the original development of his job description and any amendments made subsequent



thereto. Each Administrator shall be consulted when job descriptions are reviewed annually during the months of July and/or August.

C. 1. In positions covered by this agreement, the Association shall be consulted and given the opportunity to respond sixty (60) days prior to: a reduction in force; a transfer or change of work year from 12 months to 10 months; or any elimination of a position or change in position to a stipend position that would not be covered under the Administrators' negotiated settlement.

2. Any Administrator who is dismissed as a result of reduction in force shall be placed on a preferential hiring list as stated in 18A:28-12.

D. Representatives of the Association shall be consulted regarding the formulation of the school calendar prior to its being adopted by the Board of Education.

E. 1. Administrators shall have the opportunity to initiate suggested changes in curriculum and shall, if affected, have the opportunity to review changes in the curriculum prior to their implementation.

2. The Superintendent in consultation with the Association shall appoint a maximum of two (2) Administrator's to serve on the district's Instructional Council. These Administrators shall be permitted to participate fully in the activities and discussions of the Council.

F. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current rate specified by the I.R.S. mileage allowance. The Board shall cover all damages, losses, payment of deductible and increases of premium incurred by an Administrator arising out of the authorized use of his/her automobile in the performance of school duties. The exception would be in cases of gross negligence and where the Administrator was under the influence of drugs or alcohol.

G. 1. The Association may use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. All equipment shall be operated by competent personnel. The Association shall be responsible for any damage or repair to the equipment and pay for any supplies that are used.

2. The above privileges may be withdrawn at the discretion of the Superintendent, if abused.

H. The rights and privileges of the Association as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators as defined in the unit and to no other organizations.

I. 1. The Association shall have the right to request a meeting with the Superintendent with seven (7) days notification of such meeting on a mutually agreed upon time and date.

2. The purpose of this requested meeting shall be to discuss professional concerns of the Association.

J. The Board and the Association agree that each has the right by law, without restraint or coercion, to select its own representative for collective negotiation.

K. If any provision of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

L. When a new Administrator who will be a member of this bargaining unit is hired, or when an Administrator within this unit is moved to a new position within the unit, the Association will be consulted concerning salary and conditions of employment.

#### ARTICLE XXII. FULLY BARGAINED CLAUSE

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Subject to the express terms of this Agreement and Chapter 123, Public Laws 1974, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### ARTICLE XXIII. DURATION

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A. This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1994, subject to the Association's right to negotiate over a successive Agreement as provided in Article III. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

B. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents and Secretaries all on the day and year above written.

AUDUBON ADMINISTRATORS ASSOCIATION

By: Bruce B. Willine

President

AUDUBON BOARD OF EDUCATION

By: Ronald L. Perry

President

ATTEST: Rosann M. Endt

ATTEST: \_\_\_\_\_



### Salary Guide

|   | <u>1992-1993</u> | <u>1993-1994</u> |
|---|------------------|------------------|
| High School<br>Principal                    | \$64,000         | \$68,800         |
| High School<br>Vice-Principal               | \$60,000         | \$63,600         |
| Haviland Ave<br>Principal                   | \$66,800         | \$71,600         |
| Mansion Ave<br>Principal                    | \$60,000         | \$63,972         |
| Director of<br>Special Services             | \$69,750         | \$74,550         |
| Mansion Ave<br>Vice-Principal<br>Supervisor | \$60,000         | \$63,600         |
| Supervisor of<br>Guidance                   | \$60,000         | \$63,600         |
| Supervisor of<br>Curriculum                 | \$60,000         | \$63,600         |
| Athletic<br>Director                        | \$60,000         | \$63,600         |
| Supervisor<br>Building &<br>Grounds         | \$48,300         | \$50,000         |

